

1 THE HONORABLE MARSHA J. PECHMAN

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8 UNITED STATES DISTRICT COURT
9 FOR THE WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 ACY ROFF and BRAD RICHARDS,

12 Plaintiffs

13 v.

14 CORPORATION SERVICE COMPANY,
a Delaware Corporation,

15 Defendants.

No. C09-0196MJP

STIPULATED PROTECTIVE ORDER

16 1. This Order shall govern the handling of all documents and information produced
17 by any party to this litigation, whether produced pursuant to discovery request, subpoena, or
18 agreement, as well as all deposition transcripts and exhibits, and any copies, excerpts,
19 summaries, or portions of court papers that quote from any of the foregoing (collectively,
20 “Information”).

21 2. To protect personal or business information of a confidential nature, any party
22 may designate such Information as “Confidential” pursuant to the procedures set forth in this
23 Order. A party may designate as “Confidential” only that Information to which it believes it is
24 entitled to a protective order under Federal Rule of Civil Procedure 26(c).

25 3. In accordance with this Order, all Confidential Information produced in this
26 litigation shall be used solely for the purpose of conducting this litigation.

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No. C09-0196MJP

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1 4. The provisions of this Order shall apply to (a) all named parties; (b) any other
2 person or entity receiving Confidential Information in this litigation; and (c) all counsel of
3 record.

4 5. Information incorporated, summarized or referenced in prior trial court or
5 appellate proceedings, information generally available or known to the public, or information
6 comparable to such information, shall not be deemed Confidential.

7 6. Information shall be designated “Confidential” as follows:

8 a. Documents. Designation shall be made prior to production by stamping or
9 writing the words “Confidential.” on each page of any such document or, where appropriate, on
10 the first page of an identifiable group of documents.

11 b. Answers to requests for admissions or interrogatories. Designation shall
12 be made by stamping or writing the words “Confidential” on or near the relevant portion of any
13 such answer.

14 c. Deposition transcripts. Designation of Confidential Information shall be
15 made by a statement on the record during the course of the deposition or by written notice within
16 seven (7) days after receipt of the transcript by the party wishing to designate. All deposition
17 transcripts and the information contained therein shall be deemed Confidential until expiration of
18 the 7-day period after receipt of the transcript. If, by expiration of the 7-day period, neither party
19 has provided written notice designating information in the relevant deposition transcript as
20 Confidential, then such information will not be considered Confidential. With the exception of
21 court reporters, and subject to any other limitations provided by law, only those individuals to
22 whom this Protective Order applies may attend any depositions taken in this litigation.

23 7. No briefs, pleadings, or other filings with the Court that incorporate, disclose or
24 refer to Confidential Information shall be filed by any party without the party filing such
25 Confidential Information first filing a motion to seal in accordance with procedures set forth in
26 Local Court Rule 5(g).

1 8. Except as set forth above, or with prior written consent of the producing party, no
2 Confidential Information produced in this litigation, or information contained in or derived from
3 such Confidential Information, may be disclosed to any person other than:

4 a. Counsel for any party in this litigation;

5 b. Persons regularly employed or associated with the counsel of record in
6 this litigation, when the assistance of such persons is reasonably required in connection with this
7 litigation;

8 c. Expert witnesses, consultants, and investigators retained by any party in
9 connection with this litigation, to the extent that such disclosure is reasonably necessary in
10 connection with this litigation;

11 d. Witnesses and deponents to whom counsel, in good faith, believe
12 disclosure is reasonably required to assist them in the preparation or conduct of this litigation;

13 e. The Court (including court reporters and court personnel), provided,
14 however, that all pleadings or other court filings that incorporate, disclose or refer to
15 Confidential Information shall be filed in accordance with procedures set forth in this agreement
16 and Local Court Rule 5(g);

17 f. The Jury;

18 g. Any entities responsible for providing insurance coverage applicable to
19 claims made in this action; or

20 h. Qualified reporters and videographers recording testimony involving such
21 documents or information, and necessary stenographic and clerical personnel thereof.

22 9. Should any party to this litigation inadvertently produce or disclose to another
23 party any confidential information not designated as Confidential, the producing party shall
24 immediately notify the recipient(s) and supply otherwise identical replacement information
25 bearing the appropriate designation. The recipient(s) shall promptly return the original
26 information and shall make all reasonable efforts to ensure that such information is treated in
accordance with the new designation.

1 10. At any time after receiving information that has been designated as Confidential,
2 any party may object to the designation of information as Confidential by providing written
3 notice to that effect to the designating party. After first attempting to resolve any objection by
4 agreement, the objecting party may, within fourteen (14) days of the producing party's written
5 confirmation that agreement cannot be reached, move the Court for a ruling regarding whether
6 the information in question qualifies as Confidential Information. The Confidential status of the
7 information shall be maintained pending the Court's ruling.

8 11. Prior to disclosing any Confidential Information to any person listed in
9 paragraphs 8(c), (d) or (g) above, the person to whom the disclosure is made shall execute a
10 written acknowledgment, attached as Appendix A. Such acknowledgments shall be retained by
11 counsel of record of the appropriate party and produced to counsel for the other party on
12 demand.

13 12. Any person receiving Confidential Information under this Stipulation and Order
14 who is served with a subpoena for any such information shall give counsel for the parties to this
15 Order at least fourteen (14) days' notice (or reasonable notice if the time for compliance with the
16 subpoena is less than fourteen (14) days) before producing any such material.

17 13. Within thirty (30) days of the conclusion of this litigation, whether by final
18 judgment, dismissal, or otherwise, or the exhaustion of any appeals, counsel for every receiving
19 party shall either return to every producing party all Confidential Information received pursuant
20 to this Order, as well as all copies of such Information or copies of documents containing
21 material derived or extracted from such Information, provided, however, that counsel for every
22 receiving party may maintain copies of any pleadings, including exhibits, that contain
23 Confidential Information, so long as such pleadings and exhibits continue to be treated as
24 Confidential in accordance with the terms of this Order.

25 14. Any receiving party's knowing disclosure or use of the Information protected
26 from unauthorized disclosure under this Order may constitute contempt of court. In this

1 situation, the producing party shall be entitled to the specific performance of this Order and
2 injunctive or other equitable relief as a remedy for any such violation by a receiving party.

3 15. Each person or entity to whom Confidential Information is disclosed in
4 accordance with provisions of this Order hereby submits himself, herself, or itself to the
5 jurisdiction of this Court for the enforcement of this Order.

6 16. The terms of this Order shall survive any settlement, discontinuance, dismissal,
7 severance, judgment, or other disposition of this litigation.

8 17. Nothing in this Order shall prejudice each producing party's right to disclose or
9 otherwise make use of any of its own Confidential Information without prior court order, or to
10 otherwise waive the provisions of this Order with respect to its own Confidential Information. A
11 producing party shall immediately notify every receiving party if it discloses or makes use of its
12 own Confidential Information in any manner inconsistent with its confidentiality, by disclosure
13 of Confidential Information to third parties without a signed acknowledgment. At that time, the
14 producing party shall also indicate whether it intends to remove the designation of Confidential.

15 18. Nothing in this Order shall prevent any party, after providing notice to all other
16 parties, from applying to the Court for modification of this Order.

17 IT IS HEREBY SO ORDERED.

18 DATED this 4th day of June, 2009.

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21 Marsha J. Pechman
22 United States District Judge
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1 APPROVED FOR ENTRY:

2 STOEL RIVES LLP

FRANK FREED SUBIT & THOMAS LLP

3 /s/ James M. Shore

4 James M. Shore, WSBA No. 28095
5 Daniel A. Swedlow, WSBA No. 37933
Attorneys for Defendant

/s/ Steven B. Frank

Steven B. Frank, WSBA No. 4944
Attorneys for Plaintiffs

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**APPENDIX A — THIRD PARTY CONFIDENTIALITY AGREEMENT FOR
CONFIDENTIAL INFORMATION**

1. I have read and understand the attached Protective Order Regarding Confidential Information (“Protective Order”) that has been entered in *Acy Roff and Brad Richards v. Corporation Service Company*, Case No. C09-0196MJP in the United States District Court for the Western District of Washington.

2. I understand that I may be given access to information designated as “Confidential,” and in consideration of that access, I agree that I shall be bound by all the terms of the Protective Order.

3. I understand that I am to retain all originals and copies of the “Confidential” information in a secure manner and that all copies will be returned within thirty (30) days after termination of this action.

4. I understand that I will not disclose or discuss “Confidential” information with any persons other than the parties to the litigation, counsel for any party and paralegal and clerical personnel assisting such counsel and other persons who have signed this Third Party Confidentiality Agreement For Confidential Information.

5. I understand that all “Confidential” information shall be used solely for the purposes of this action and shall not, directly or indirectly, be used for any other purpose. I understand that any use of “Confidential” information, or any information obtained therefrom, in any manner contrary to the provisions of the Protective Order will subject me to the sanctions of the Court. I submit myself to the jurisdiction of the Court for enforcement of the Protective Order.

Signature;

Name:

Business Address:

Position:

Date:

1 **CERTIFICATE OF SERVICE**

2
3 I hereby certify that I electronically filed the foregoing with the Clerk of the Court using
4 the CM/ECF system which will send notification of such filing to the parties involved in this
5 matter.

6 Dated: Thursday, June 04, 2009
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8 */s/ James M. Shore*
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